

**THREE AFFILIATED TRIBES – MATERIAL RESOURCE DEPARTMENT  
LOW INCOME HOME ENERGY ASSISTANCE PROGRAM**

**VENDOR AGREEMENT**

**I. Provision for Vendor Payments:**

The Low Income Home Energy Assistance Program of FY\_\_\_\_\_ states that payments may be made directly to eligible households or to home energy suppliers on behalf of the eligible households. If the supplier has not elected to participate in the LIHEAP, the eligible household will receive a direct payment for the actual amount of energy supplied to the household until the benefit amount is exhausted.

Procedures will be:

- A. To notify participating households of the amount remaining in their account if they are receiving a direct payment, and to notify participating households of the amount of assistance paid on their behalf.
- B. To assure non-discrimination either in the cost of the goods supplied or services provided.
- C. To assure that eligible households will be charged in the normal billing process, the difference between the actual cost of the home energy supplied and the amount of assistance paid on behalf of the household.

If by September 30,\_\_\_\_\_, any eligible household who have not exhausted their entire regular LIHEAP Benefits will receive a close-out payment in the following manner:

- A. Any remaining benefits in the eligible households account will be paid directly to the Vendor for actual fuel/energy bill at this time, no close-out payment will be made. The Vendor shall provide copies of paid invoices to the LIHEAP Office.
- B. If as of September 30,\_\_\_\_\_, eligible households who have any remaining credits in their account, these funds will remain in the Tribe's LIHEAP account and may be used as a portion of the Carryover, providing the total amount of carryover does not exceed 10 percent.
- C. This method of payment assures that fuel/energy received by the eligible household will be paid according to the Plan.

**VENDOR AGREEMENT**

**THIS AGREEMENT IS MADE BETWEEN THE THREE  
AFFILIATED TRIBES**

**AND** \_\_\_\_\_

**FOR SUPPLYING HOME ENERGY UNDER THE "LOW INCOME  
HOME ENERGY ASSISTANCE PROGRAM"**

**OF** \_\_\_\_\_ **AGREES**

**TO PAY FOR HOME ENERGY SUPPLIED TO ELIGIBLE HOUSEHOLDS  
UNDER THE TERMS AND CONDITIONS SET FORTH BELOW:**

**II. Terms and Conditions:**

1. "Eligible households" means all individuals who occupy a housing unit and are determined income eligible by the FY \_\_\_\_ median income 60% as amended by the Human Services Reauthorization Act of 1990, Public Law (101-501), and the Human Services Reauthorization Act of 1994; Public Law (103-252), and the Augustus F. Hawkins Human Service Reauthorization Act of 1994 (P.L. 101-501); 45 CFR 96-85.

**B. Payments on Behalf of Eligible Households:**

3. The Agency will identify to the supplier by an approved letter for each eligible household on whose behalf the agency will make payment; and the maximum payment for each household.
4. This agreement will apply to each eligible household identified to the supplier, unless the supplier notifies the agency within ten (10) days after the household is identified, that the supplier will not accept payments on behalf of that household.
5. The agency will make timely payments to the supplier pursuant to paragraph (8) for the home energy supplied to an eligible household identified under paragraph (4) at the rate charged by the supplier, but no more than rate normally charged to a non-eligible similarly situated household, up to the maximum amount specified for such household.

6. The supplier will deliver home energy no later than 5 days after being notified and the agency will make payment no later than fifteen (15) days after the bill for home energy is presented to the LIHEAP office.
7. The agency will make payment to the supplier in the form of reimbursement and line of credit.
8. Households must sign the invoice upon delivery of fuel, if an invoice is not signed, the agency will not pay. This is to insure accurate amount of fuel delivered.
9. The agency will notify each eligible household upon request the current status of benefits that remain unspent by sending a copy of their ledger.

**C. Delivery of Home Energy to Eligible Households:**

10. The supplier will provide home energy to households and charge those eligible households in the supplier's normal billing process no more than the different between:
  1. The actual price normally charged to a non-eligible similarly situated household for the home energy delivered.
  2. The payment to the supplier from the agency under the terms of this agreement.
11. The supplier will not discriminate against any eligible household covered by this agreement in the supplier's terms and conditions of sale, credit, delivery or price, including service charges, reconnection charges and payment arrangements. \*Addressing Assurance #5 Households receiving assistance will not be treated adversely because of receiving fuel assistance.
12. The supplier will maintain an accounting system and supporting fiscal records adequate to allow the agency to verify the amount of home energy delivered to eligible households covered by this agreement, and the amount of payments made for home energy by all eligible households.

The supplier's records will be made available for inspection and copying by agency representatives upon reasonable notice.

**D. Enforcement of this Agreement by Eligible Households:**

14. Eligible households on whose behalf payments are made under this Agreement are third party beneficiaries under this Agreement.

**E. Decision for Non –Performance:**

15. Non withstanding any right under state law to rescind this Agreement for non-performance, the non-performance of a term or condition of this Agreement shall not discharge the obligation of either party with respect to eligible households who have received home energy assistance under this Agreement.

**F. Effective Period:**

16. This Agreement is effective when signed by the agency and the supplier and shall terminate September 30, \_\_\_\_\_ or upon thirty (30) days written notice by either party.
17. Not withstanding paragraph (15) termination of this Agreement shall not discharge any obligation owed by either party to the other or to an eligible household if such, obligation was incurred during the effective period of this Agreement.
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\_\_\_\_\_  
Material Resource Department-LIHEAP

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supplier Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supplier Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supplier Address